Cornerstone
OnDemand

Cornerstone License and Services Agreement

Client Name:	Board of Regents of the University of Wisconsin System for the University of Wisconsin – Madison School of Human Ecology
Client Address:	21 North Park St. Suite 6101 Madison, WI 53715-1218
Client Billing Contact and Email:	University Accounts Payable 21 N Park St, Suite 5301, Madison, WI 53715-1218
Effective Date:	Oct 21, 2011 [Date of the latter of the two signatures below.]

This Cornerstone License and Services Agreement (together with the schedules attached hereto, this "Agreement") is made by and between **Cornerstone OnDemand, Inc.**, a Delaware corporation, located at 1601 Cloverfield Boulevard, Suite 620, Santa Monica, CA 90404 ("Cornerstone"), and the above-named party ("Client"). The Agreement is effective as of the date set forth above (the "Effective Date").

NOW, THEREFORE, Cornerstone and Client hereby agree as follows:

1. Definitions.
   a) "**Active User**" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. Client has the ability to determine who is an Active User.
   b) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
   c) "**Confidential Information**" To the extent allowed by State of Wisconsin Open Records law, means non-public information of Cornerstone or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, including, but not limited to, any Product, algorithms, business plans, customer data, customer lists, customer names, design documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets, the terms of this Agreement or any other information which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party or which is of a confidential nature even though not specifically so designated. Confidential Information shall not, however, include any information which the recipient can establish: (i) was or has become generally known or available or a part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
   d) "**Content**" means any and all Courses provided by Cornerstone to Client.
   e) "**Course**" means each and all of the following: course, learning object, certification, quiz, test, material, session, or document.
   f) "**Customer Content**" (otherwise known as "Excluded Content") means any and all Courses not provided by Cornerstone to Client.
   g) "**Documentation**" means printed or electronic documentation provided by Cornerstone to Client or made available by Cornerstone to Client, subsequent to the Effective Date, which relates to Client's use of the Products.
   h) "**Extended Enterprise Registration**" means a registration by someone other than an Active User for a Course (whether or not the registrant actually commences or completes the Course).
   i) "**Implementation**" means implementation, deployment, and/or training relating to the Software.
   j) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
   k) "**Products**" means any and all Content, Documentation, Services, work product resulting from Services, and Software.
   l) "**Service**" means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of Courses; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development and licensing of Software functionality specially requested by Client; and/or (vi) any consulting service.
   m) "**Software**" means any and all of Cornerstone's proprietary software offerings, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as software that has been modified in any way by Cornerstone at the request of a client. "Software" includes neither Content nor Excluded Content.
   n) "**Term**" has the meaning given in Section "Term".
2. Cornerstone's Performance. Any and all Services shall be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof.

3. Cornerstone's Obligations.

   a) Support. After Implementation is completed, Cornerstone shall provide the following types of technical support to Client:

- Administrative/User Support. Cornerstone shall provide support for up to five (5) of Client's named representatives. Client acknowledges that its Active Users will initially contact one of these representatives and/or help desk for first-level support. If the representative/help desk cannot resolve the issue, one of the representatives (but not the Active User) may contact Cornerstone for second-level support via email, or by phone Monday through Friday (except holidays) from 6am-6pm Pacific time.

- Response Times. Cornerstone's Standard Service Level Agreement can be found at: http://www.cornerstoneondemand.com/private/service.html. The Service Level Agreement, current as of the Effective Date, is attached hereto as Schedule C. The Standard Service Level Agreement is incorporated as part of this agreement and may be updated and/or changed from time to time upon reasonable notice to Client; provided, however, that the service levels shall not be materially diminished at any time during the Term. In the event of any inconsistency or conflict between the terms and conditions of the Service Level Agreement and this Agreement, the terms and conditions of this Agreement shall control and govern.

- eCare. Through the Software, Client can log and track progress of issue resolution on a 24 x 7 x 365 basis.

   b) Client Assistance. Client agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bug or other problems caused by hardware or software not provided by Cornerstone. High-speed Internet service is required to access the Software effectively.

4. Payment.

   a) Fees for Products. In exchange for any and all Products provided by Cornerstone to Client, as well as for the licensing of Software to Client, Client shall pay Cornerstone the fees set forth on Schedule B and/or any subsequent amendment, addendum, Statement of Work, or work order agreed in writing.

5. Invoices and Payment. Cornerstone shall deliver periodic invoices (including, without limitation, a summary of all transactions conducted through Cornerstone with respect to such period) to Client for the fees set forth in this Agreement. Payment of fees will be due within 30 days of receipt the invoice, except where this Agreement prescribes earlier payment dates. All payments must be made in U.S dollars and are exclusive of taxes and applicable transaction processing fees (for eCommerce/shopping cart functionality). Late payments hereunder will incur a late charge of 1.% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to

suspension for failure to timely remit payment therefor, and Cornerstone may charge a reasonable reactivation fee for suspended Services.

6. License.

   a) Grant. Subject to the terms and conditions of this Agreement, and solely for the Term, Cornerstone hereby grants to Client a worldwide, nonexclusive, non-sublicensable, non-transferable limited license to access and use the Software ordered and paid for by Client solely as set forth in Documentation and this Agreement.

   b) Restrictions. In no event shall Client or its employees, contractors, agents, or Affiliates use or deploy any of the Products: (y) in violation of applicable laws, rules or regulations; or (z) for any reason other than for the Products' intended purpose as set forth in the Documentation and/or this Agreement. Further, Client shall not, and shall cause its employees, contractors, agents and Affiliates not to: (i) copy all or any portion of the Products (except for internal training purposes); (ii) modify, translate or create any derivative works based upon any of the Products; (iii) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any of the Products or any part thereof (except to the extent that such restriction is not permitted under applicable law); (iv) make any of the Products available to any unauthorized third parties; (v) distribute, disclose, market, lease, assign, sublicense, pledge or otherwise transfer any of the Products; (vi) perform, or release the results of, benchmark tests or other comparisons of any of the Products with other software, services, or materials; or (vii) use any of the Products other than in accordance with the terms and conditions of this Agreement.

   c) License Covers all Current and Future Client Users. Subject to all of the other terms and conditions of this Agreement, Client may allow any current Affiliate as of the Effective Date to access and use the Software and/or Services provided for by this Agreement, subject to the maximum number of Active Users set forth in this Agreement; provided, however, that Client shall be responsible for the payment of all fees and costs associated therewith, shall ensure the compliance by any such Affiliate and its end users with the terms and conditions of this Agreement, and shall be liable for any breach of such terms and conditions by such Affiliate and/or its end users.

   d) Ownership of Data and Customer Content. As between Client and Cornerstone, Client exclusively owns all rights, title and interest in and to all Client data and Customer Content. Client hereby grants to Cornerstone a limited license to access and use Client data and Customer Content solely for the purpose of performing Cornerstone's obligations hereunder.

   e) Suggestions. Cornerstone shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its users relating to the operation of the Products.

7. Implementation.

   a) Cooperation. Each party understands that a successful Implementation requires close cooperation by both parties. Accordingly, in order for Cornerstone to perform its obligations under Schedule A and/or subsequent Statements of Work, Client agrees to: (i) provide the resources reasonably necessary to enable the

Implementation; (ii) manage Client project staffing, milestones, and attendance at status meetings; (iii) ensure completion of Client project deliverables and active participation during all phases of the Implementation project; (iv) validate and ensure available technical environment (high speed web access for all attendees during the training session); (v) review user procedures with training attendees; (vi) make reasonable efforts to become self-sufficient in product administration; (vii) maintain responsibility for any configuration changes made by Client after the initial Implementation is complete; (viii) provide a primary point of contact for Cornerstone after the Implementation; and (ix) manage Client's change management, communication, and rollout plans.

b) Delays in Implementation. The parties acknowledge that failure to comply with any of the above requirements and conditions may delay Implementation. The parties agree to communicate and keep each other informed throughout Implementation. To the extent there are delays, the party experiencing the delay will notify the other party as soon as reasonably practicable and representatives of each party will meet to discuss the reason for the delay and applicable consequences.

c) Travel Expenses. If any travel is required to effect either the Implementation or any other Services, Client shall reimburse Cornerstone for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. All travel expenses shall be in accordance with Client's travel expense policy.

d) Significant Changes. Cornerstone and Client agree that: (i) Client Implementation requests or requirements beyond the scope of the Implementation, and/or (ii) Client decisions that cause delays in Implementation, shall be subject to a change order.

e) Implementation Acceptance. At the end of an Implementation project, Cornerstone shall provide Client with an Implementation acceptance form, whereby Client shall accept or reject Implementation, based on whether the Implementation has been performed in substantial and material accordance with the applicable Implementation acceptance criteria, as specified in the applicable Project Plan. Following completion of its testing, Client shall either promptly execute the acceptance form and return it to Cornerstone, or else give Cornerstone written notice of any material defects in the Implementation. Cornerstone will attempt to cure such material defects within thirty (30) days of receipt of notice thereof (the "First Cure Period"). After the First Cure Period, Client will re-test the Implementation. If material defects still exist following the re-testing, the above process shall be repeated (the "Second Cure Period"). In the event that, following the First Cure Period and Second Cure Period, the Implementation still has not been performed in substantial and material accordance with the applicable Statement of Work, Client shall be entitled to either (i) send a notice of material objections to Cornerstone requesting remedy of the reported errors or (ii) reject the Implementation, in which case Client can reject and terminate the order for the affected Software module(s) to which the Implementation relates. In the event that Implementation has failed for all Software modules purchased in Schedule B, then Client may terminate this Agreement and receive a refund of prepaid, unearned fees. Any of the following shall be deemed acceptance of Implementation: (i) failure to return the acceptance form or provide written notice of

objections to Cornerstone within ten (10) business days of receipt of the form; or (ii) with respect to Implementation of a module, use of that module in a live environment for a total of ten (10) business days.

8. Representations and Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver this Agreement; (ii) this Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) this Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of this Agreement does not conflict with any agreement, understanding or document to which it is a party.

8. Term of Agreement.

   a) Term. The term of this Agreement commences upon the Effective Date and expires on the third anniversary of the Effective Date, unless renewed in accordance with Section "Renewals" below or earlier terminated pursuant to Section "Termination" below (the "Term").

   b) Renewals. The Agreement may be renewed for additional, consecutive periods of one or more years upon mutual written agreement by the parties.

9. Termination.

   a) Material Breach. Without limiting any other rights or remedies that either party may have at law or in equity, either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

   b) Bankruptcy Events. Either party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

   c) Return of Products, Customer Content, and Data. Immediately following the termination of this Agreement, Client shall cease using all Products and shall return to Cornerstone all Documentation and Confidential Information provided or made available to Client (or, at Cornerstone's option, certify in writing that all Documentation and Confidential Information (as well as all copies thereof) have been destroyed). Also following termination of the Agreement, at Client's request, Cornerstone shall return all Client data and Customer Content in a mutually agreed format. Additionally, at Client's request, data from the Analytics module can be provided at no additional charge in the same format that the data was originally inputted into the Software, and be placed on Client's secure FTP site in order to allow access to the data. Cornerstone will maintain a copy of Client's data and Customer Content for a period of six (6) months following termination of the Agreement, after which time the data will be destroyed.

   d) Final Payment. If Client terminates the Agreement in accordance with Section "Termination," or if Cornerstone terminates the Agreement in accordance with Section "Right to Procure or Substitute", Client shall pay Cornerstone all fees owed through the termination date,

and Cornerstone shall refund any prepaid, unearned fees. If Cornerstone terminates the Agreement in accordance with Section "Material Breach," Client shall pay Cornerstone all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs Cornerstone would have incurred had the Agreement not been terminated.

10. Disclosure of Confidential Information.

    a) Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of Cornerstone providing Services hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

    b) Protection of Client Data. Cornerstone shall maintain appropriate safeguards for protection of Client data. Cornerstone shall not modify Client data, disclose Client data (except as compelled by law or if permitted by Client), or access Client data, except to prevent or address service or technical issues, or at Client's request.

    c) Cornerstone shall sign the Data Security Forms attached hereto as Schedule D.

    d) Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

11. Intellectual Property.

    a) Proprietary Rights. Except for the limited licenses expressly granted herein, as between the parties, Cornerstone will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to all of the Products and all derivatives, modifications or enhancements to any of the Products. Client agrees to take any action reasonably requested by Cornerstone to evidence, maintain, enforce or defend Cornerstone's Intellectual Property Rights. Client shall not take any action to jeopardize, encumber, limit or interfere in any manner with Cornerstone's or its licensors' ownership of and rights with respect to any of the Products. All rights not expressly licensed to Client hereunder are hereby expressly reserved by Cornerstone. Notwithstanding the foregoing, Client retains all ownership rights to its and its users' data and Customer Content.

    b) Infringement Indemnity. Cornerstone agrees to indemnify, defend, and hold harmless Client and its Affiliates and the respective officers, directors, employees, and agents of each (collectively, "Covered Client Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by Covered Client Parties, which directly relate to or directly arise out of the violation or infringement of any third-party Intellectual Property Rights by Covered Client

Parties' authorized use of the Software. Notwithstanding the foregoing, Cornerstone shall not be liable for any Damages, and the foregoing provisions of this section shall not be applicable, with respect or related to, or in connection with: (i) Excluded Content; (ii) files or data not owned or provided by Cornerstone which are uploaded through the Software by Client or its (or any of its Affiliates') end users; (iii) unauthorized or negligent uses of the Software or the Services; (iv) alteration of the Software or Services other than as expressly provided herein or without Cornerstone's prior written consent.

    c) Client Indemnity. Client agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Client further agrees to hold harmless Cornerstone, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of Client while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

    d) Requirements for Obtaining Indemnification. To obtain indemnification, the party seeking indemnification ("Indemnitee") must: (i) give written notice of any claim promptly to the other party ("Indemnitor"); (ii) give Indemnitor, at its option, sole control of the defense and settlement of such claim, provided that Indemnitor may not, without the prior consent of Indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases the Indemnitee of all liability; (iii) provide to Indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

    e) Right to Procure or Substitute. Should the Software or any part thereof become, or in Cornerstone's reasonable opinion be likely to become, the subject of a claim for infringement of a third party Intellectual Property Right, then Cornerstone may, at its sole option and expense: (i) procure for Client the right to use and sublicense the infringing or potentially infringing item(s) of the Software free of any liability for infringement; or (ii) replace or modify the infringing or potentially infringing item(s) of the Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system. If (i) and (ii) are not reasonably available in Cornerstone's reasonable opinion, Cornerstone may terminate the Agreement effective upon 10 days' prior written notice, in which case Client shall receive a refund of prepaid, unearned fees.

    f) Exclusive Indemnification Remedies. The indemnification remedies expressly provided for in Section "Intellectual Property" shall be exclusive with respect to the rights of the parties and their indemnitees to seek indemnification remedies against the other party.

12. Disclaimers of Warranties.

    a) General. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED "AS IS," AND CLIENT'S USE OF THE PRODUCTS IS AT ITS OWN RISK. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, CORNERSTONE DOES

NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER IMPLIED OR EXPRESS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, CORNERSTONE DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE. CORNERSTONE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CLIENT CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY LINKS AND WEBSITES, AND ANY OTHER CONTENT NOT POSTED BY CORNERSTONE.

b) Internet. THE PRODUCTS ARE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT FOR THE FAILURE TO MAINTAIN THE SERVICE LEVEL AGREEMENT, CORNERSTONE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Liability.

a) Mitigation of Damages. Cornerstone and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Products.

b) Maximum Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL SOFTWARE FEES PAID TO CORNERSTONE BY CLIENT HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO:

i) THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11;

ii) DAMAGES ARISING FROM TORTIOUS CONDUCT THAT CAUSES DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PROPERTY;

iii) A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT; OR

iv) A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

c) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE OR SERVICES (EXCEPT AS SET FORTH IN SECTION "RIGHT TO PROCURE OR SUBSTITUTE"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. Neither party shall issue any publicly disseminated statement using the name of the other party as a customer or provider without the other party's consent (not to be unreasonably withheld or delayed). .

15. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin and the federal laws of the United States of America, without regard to conflict of law principles. .

b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein. Purchase orders submitted by Client are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force and effect.

e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.

f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and permitted assigns.

g) No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective

successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

h) Aggregated Data Use. Without limiting the confidentiality rights and protections set forth in this Agreement, Cornerstone owns the aggregated and statistical data ("Aggregated Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Cornerstone from utilizing the Aggregated Data for business and/or operating purposes, provided that Cornerstone does not share with any third party Aggregated Data which reveals the identity of Client, Client's users, or Client's Confidential Information.

i) Export Controls. Client understands that the use of Cornerstone's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all applicable such laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC").

j) Rule 10b-5 Limitations. Client acknowledges that Cornerstone is a publicly-traded company and that United States securities laws prohibit any person who has material, non-public information about a publicly-traded company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities of such company.

k) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

l) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.

m) Independent Contractors. Client and Cornerstone are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and Cornerstone. Each party understands that they do not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.

n) Subcontractors. Should Cornerstone use any subcontractors to perform any Services hereunder, Cornerstone shall be fully responsible for ensuring such subcontractors' compliance with this Agreement.

o) Headings. The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.

p) No Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.

q) Non-Solicitation. [Reserved.]

r) Request for Proposal; Contract Letter. Cornerstone's Response to Client's Request for Proposal Number 11-5347, dated March 11, 2011 (the "RFP Response") is incorporated by reference. In addition, Client's contract letter is attached as Schedule E. To the extent there are any conflicts between this Agreement and Schedule E or the RFP response, this Agreement shall control.

s) Audits. Any audit rights set forth in this Agreement shall be limited to once per calendar year, unless otherwise agreed by the parties.

t) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

The parties hereby execute this License and Services Agreement as of the Effective Date:

Cornerstone OnDemand, Inc.

By: _Adam Miller_

Name: __Adam Miller__

Title: __CEO__

Date: __Oct 21, 2011__

Approved as to form:

Adam Weiss
Cornerstone Legal

Oct 20, 2011

Client

By: _Mike Hardiman_ by _CH_
Mike Hardiman, Director
UW-Madison Purchasing Services

Name: _____

Title: _____

Date: _October 20, 2011_

SCHEDULE A

IMPLEMENTATION AND TRAINING
STATEMENT OF WORK
ENTERPRISE

Purpose

The Purpose of this Statement of Work is to set out the general scope and terms of the consulting services to be delivered in accordance to discussions between Cornerstone and Client.

Scope of services and Deliverables

The Scope of Services outlined below provides a breakdown of the key phases of the system-readiness process and the corresponding deliverables to be provided by Cornerstone.

System Readiness Set-up

Phase	CSOD Deliverable

System Readiness Set-up	• Welcome Email, includes Client Success Center Access and Welcome Kit
	 o Implementation Overview
	 o Consulting Overview
	 o Global Account Services Overview
	 o Release Management Process
	 o Service Order process
	 o Client tools and programs
	• Client Portals (Live, Pilot, Stage) Activated
	 o Client Administrator user login created
	 o Basic Configuration Tasks Completed
	  o Default preferences configured
	  o Organization Units created
	   ✓ Division
	   ✓ Position
	   ✓ Grade
	   ✓ Cost Center
	   ✓ Location
	  • Basic security roles configured
	   ✓ System Administrator role
	   ✓ Learning Administrator role
	   ✓ Default Role for Every User in the System
	   ✓ Manager role
	   ✓ Approver
	   ✓ Cost Center Approver
	   ✓ Facility Owner
	   ✓ ILT Instructor role
	   ✓ ILT Administrator role
	   ✓ Knowledge Bank Expert role
	   ✓ Knowledge Bank Topic Manager
	 o Initial branding configured
	 o Purchased functionality activated
	• Deliver access credentials to portals
	• Set-up client in eCare (Customer Service Organizations)
	• Client set-up in Cornerstone Operating Systems
	 o Set-up client in Email Management tools
	 o Set-up in Billing system
	• Project Initiation Call
	• Deliver System Readiness Sign -off

TIMELINE AND DELIVERY

The System Readiness Set-up phase will take approximately 10 business days in duration and will be conducted remotely by Cornerstone

Project Components	Price
System Readiness Set-up	$7,500
Total System Readiness Set-up Cost	**$7,500**

The end of the System Readiness Set-up phase is defined as the completion of the above deliverables. Acceptance of the deliverables will be in accordance with the Agreement.   At the end of the System Readiness Set-up phase, the Software is ready for use by Client.

ADDITIONAL CONFIGURATION SUPPORT SERVICES
STATEMENT OF WORK
ENTERPRISE

Purpose
The Purpose of this Statement of Work is to set out the general scope and terms of the consulting services to be delivered in accordance to discussions between Cornerstone and Client.

Scope of services and Deliverables
The Scope of Services outlined below provides a breakdown of the key phases of the Configuration Support Services project and the corresponding deliverables to be provided by Cornerstone and Client after Client has signed off on all System Readiness Set-up phase deliverables.

Additional Configuration Support Services

Phase	CSOD Deliverable	Client Deliverable
Project Initiation	• Discovery Document Questionnaires Delivered • Technical Projects Questionnaire	• Completed Introductory Training & Pre-work o Organization Chart(s) to assist in designing OU Structure o Measures of Project Success o Sample User data record/definition o Content Provider listing and Courses o Documented Learning Processes (evaluations, approval workflows) o Branding/Marketing requirements • Project Team Assembled • Completed Discovery Questionnaires • Review & Accept Cornerstone Deliverables
Discovery & Planning	• Review of client delivered documentation • Create Initial Project Plan for Configuration Support Services • Completed Kick-off Meeting (Remote) • Initial Project Scope Confirmed • Meeting Schedule Created • Scheduled LMS, EPM/SMP, and Compensation Administrator Training Courses (Remote) • Detailed Technical Project Discovery: o Single Sign-On (SSO) Workbook & Code o Client specific Inbound Data Feed – OU/User Data o Data Loading Workbooks (Historical and Master data) o Content Loading	• Completed Kick-off Meeting (Remote) • Review and acceptance of initial project plan • Confirmed Meeting Schedule • Review & Accept Cornerstone Deliverables

Phase	CSOD Deliverable	Client Deliverable
Design	- Complete Configuration Workshop (Remote) - Provide Custom Configuration Workbook for purchased modules, including documented decisions and remaining action items for : - Welcome Page configuration - Global system preferences - Learning Management System Preferences - Connect Preferences - Navigation Tabs & Links - Custom Security Roles Matrix - Email Management Matrix - Technical Workshop (Remote) - Documented System Interfaces and Technical Projects: - Single Sign-On (SSO) Workbook & Code - Client specific Inbound Data Feed – OU/User Data - Data Loading Workbooks (Historical and Master data) - Content Loading	- Participate and make decisions during Configuration Workshop (Remote) to configure Live portal, including: - Welcome Page configuration - Global system preferences - Learning Management System Preferences - Connect Preferences - Navigation Tabs & Links - Custom Security Roles Matrix - Email Management Matrix - Receipt of Custom Configuration Workbook - Corporate Governance Design - Division/Business unit variations on Branding and preferences - Complete Custom Login Page Workbook - Receipt and Completion of Data Loading Workbooks - Review & Accept Cornerstone Deliverables
Execution	- Configuration Data Population samples in Pilot for: - LMS – Platform Preferences, Email Triggers, SCORM/AICC Content Load (1 Course) - Connect - Sample Connect structure, Sample Community Page configuration (1), review email options - Sample Test Scripts Delivered - Issues logged and tracked - System Interfaces Complete and Implemented - Single Sign-On (SSO) - Inbound Data Feed – OU/User Data - Data Loads - Unit Test System Interfaces	- Completed Data Population and setup in Live: - Global Configurations – emails triggers, security roles, welcome page, preferences - Language translations, as necessary - LMS - eLearning courses uploaded (if applicable), ILT Events and Sessions populated, Instructors, Facilities, Materials, Curriculums, Tests, Certifications, Evaluations, Posting for Knowledge Bank - Connect – Create Communities and Topics, upload posting - Completed Data Requests (per System Interface Documents): - Inbound Data Feed – OU/User Data - Data Loaded - SSO code Deployed - Test Content Launching, tracking, and completion - End-to-end Test System Interfaces - Create Custom Test Scripts - Maintain Configuration Workbook - Review & Accept Cornerstone Deliverables
UAT	- Live Portal copy down to Pilot environment - Delivered UAT Assessment Template - Updated Issue Log - Provide coaching for configuration updates	- Validation of Initial Data Loads: - Inbound Data Feed – OU/User data - Data Loads - Content Tested - Populate UAT specific data (tasks, users, course assignments) - Completed UAT Assessment Template - Completed User Acceptance Test Scripts - Reported Issues - Update Live portal configuration based on UAT feedback - Review & Accept Cornerstone Deliverables
Project Management	- Manage Configuration Support Services Project Plan - Provide Project Status Updates - Manage Project Issues and Risks - Conduct Account Management and Customer Care Transition Meeting	- Provide Project Status Updates - Provide Updated Issues and Risks - Manage client-side resources

Phase	CSOD Deliverable	Client Deliverable
Change Management	- CSOD Executive Sponsor - Provide Sample Communication and Marketing Templates - Deliver Administrator Training Courses	- Identify Client Executive Champion - Define Key Stakeholder Map and Analysis - Create Project Marketing Plan and Collateral - Create Project Communications Plan - Train End Users - Schedule User System Access - Execute, Communications and Marketing Plan

Project Scope – Technical Projects and Educational Services

Ref #	Technical Project	Brief Summary of Work Needed and Comments
1	Single Sign On (SSO)	Integration to allow for automatic authentication of Client users to the Cornerstone portal. - Utilizes Cornerstone standard SSO - CSOD's Private Shared Key SSO model (Tech Spec - Standard Single Sign On Solution) - Tasks 1) CSOD: Create an SSO Implementation kit that includes the (Code, configuration overview) 2) CSOD: Supply client with the SSO implementation kit CSOD: Hold a call with client to address any kick off questions. 3) CSOD: Make sure that the client's portal is configured to process SSO. This includes verifying that the database has been set up to process the SSO event. 4) Client: Implements SSO code on a server on the client's environment 5) Client: Tests the SSO activity against the Pilot/Stage and Live Portals. - Assumptions: - Client has skilled software resources that can make changes to a web server - Client has a Web Server - Client has Microsoft IIS or other capable of hosting Java script - Client has an internal system capable directing users to IIS or their internal portal

Ref #	Technical Project	Brief Summary of Work Needed and Comments

2	Inbound Data Feeds – User & OU Data	Integration with Client HRIS to allow for user accounts and Organizational Unit (OU) data to be created/updated automatically on the Cornerstone portal.
		• Utilizes Cornerstone standard inbound data feed Data Design Specs(Design Spec- Inbound Data Feed)
		• Tasks
		1) CSOD: Provide client with the Inbound Organizational Unit Data Feed design document.
		2) CSOD: Lead the client in a design workshop to review the OU data feed design process and support the design decision process of the client.
		3) Client: Prepares files for load by CSOD Integration Consultants
		4) CSOD: Loads files into the Pilot Portal system
		5) Client: Reviews and corrects any errors detected in the load process
		6) CSOD: Reloads corrected files as necessary
		7) Client: Reviews and approves inbound feed files on Pilot
		8) CSOD: Prepares feed on Live environment to mirror Pilot feed
		• Assumptions
		
		  o Client has skilled software resources that can extract and configure file transfers of data to Cornerstone
		  o Client has a Directory Service or HRIS which is the prerequisite source for the organizational structure and the mapping of users to the structure.
		  o Client has the ability to extract the data from the source system
		  o Client has the ability to transform the data to the format defined by the Cornerstone Organizational Unit data feed design specification.
		  o Client will provide a single-source integration for OU/User data and any necessary consolidation will be performed by the client prior to delivering files to Cornerstone.

3	Historical Data Load (data migration)	Migration of legacy system Data to the Cornerstone portal. Migrated data includes the following data types:
		• User Transcript-centric records and supporting SCORM/AICC eLearning and Event/Session data
		
		Each data load:
		• Utilizes Cornerstone standard data load template for all data types
		• Includes the following tasks:
		1) CSOD: Provide client with the Data Load templates
		2) CSOD: Lead the client in data loading workshops to review data load process and support the functional decisions of the client.
		3) Client: Prepare files for loading by CSOD Integration Consultants
		4) CSOD: Load files into the Pilot Portal system
		5) Client: Review and correct any errors detected in the upload process
		6) CSOD: Reload corrected files as necessary in Pilot (up-to 3 iterations)
		7) Client: Review and approve data loaded to Pilot
		8) CSOD: Load data on Live environment
		
		• Assumptions
		
		  o Client has skilled software resources that can extract legacy data from Source systems
		  o All Data Uploads referencing User data do so by a common Unique Identifier. Client is responsible for uniquely identifying records across all files
		  o Client has the ability to extract the data from their source system(s)
		  o Client has the ability to transform data to the format(s) defined by the Cornerstone data feed design specification(s).
		
		  o 3-iterations of loads are for the purposes of correcting errors and all 3 may not be required. Client will perform any data consolidation as necessary

Ref #	Technical Project	Brief Summary of Work Needed and Comments

4	Core LMS/Connect Administrator Training Package	One year access for 5 licenses to the Enterprise Learning and Connect Online Course Libraries
		• Live webcasts conducted weekly for licensed Administrators:
		    ○ Welcome/Roadmap to Success (1 hour)
		    ○ Managing Learning (2 hours)
		• Access to Education Services Implementation Community for licensed Admin until go live

TIMELINE AND DELIVERY

The Configuration Support Services project will take approximately 40-60 business days in duration and will be conducted remotely by Cornerstone. Per the agreed scope of the Configuration Support Services, Cornerstone anticipates this effort to include 95 hours of professional services time which will be tracked during the Configuration Support Services project. If actual hours exceed this estimate by more than 10%, Client will be notified prior to actual hours exceeding the estimate, and a change order will be required, unless the reason for the excess effort was an act, omission, or delay of Cornerstone.

Project Components	Cost
Project Management and Configuration Management • Learning Management System (LMS) • Cornerstone Connect	$19,000
Single Sign On (SSO)	$2,500
Inbound Data Feed	$3,000
Historical Data Loads (Transcript data)	$3,250
LMS/Connect Core Package Administrator Training	$4,500
System Readiness Set-up	**$7,500**
Total Project Cost	**$39,750**

The end of the Configuration Support Services project is defined as the completion of the above Cornerstone deliverables as outlined under the Scope of Services and Deliverables section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

PROJECT ROLES

The Cornerstone OnDemand and Client team roles and responsibilities for the Configuration Support Services project are described below.

Cornerstone OnDemand Team Roles		Client Team Roles	
Executive Sponsor	• Endorse the solution • Serve as the Relationship Manager for Client • Monitor project status and ensure resource commitments are met • Resolve High Level Issues / Risks	Executive Champion	• Endorse the solution • Serve as the Relationship Manager for the Cornerstone Account Manager • Monitor project status and ensure resource commitments are met • Approve the Rollout Plan and Configuration • Resolve High Level Issues / Risks
Project Manager	• Manage project staffing and milestones • Ensure completion of project deliverables • Manage Issues and Resolutions	Project Manager	• Manage project staffing and milestones • Ensure completion of project deliverables • Manage the Rollout Plan
Systems Lead	• Ensure portal creation • Assist Design and build necessary customizations • Process data feed files and data integrations	Systems Lead	• Responsible for completing Preliminary Data Request (PDR) and ensuring proper systems integration • Provide client specific reporting examples

Cornerstone OnDemand Team Roles		Client Team Roles	
Training Consultant	• Create the Admin training agenda • Deliver Administrator training to Client	**System Administrator(s)**	• Become self-sufficient in product administration • Become responsible for any configuration changes after the Configuration Support Services project has been completed • Serve as a primary point of contact for Cornerstone Customer Care after the Configuration Support Services project has been completed
Subject Matter Experts (SMEs)	• Provide software and process expertise • Provide input on issues or risks	**Business Unit Representatives**	• Provide business unit specific knowledge regarding data and roll-out requirements • Participate in configuration reviews
Account Manager	• Begin hand-off from Sales and Consulting for long-term customer support • Participate in Project kick-off meetings	**Change Management**	• Manage change management and communication plans • Train end users

Assumptions/Client Obligations
In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to scope the Configuration Support Services, and fulfill the obligations listed below:

➢ Project Specific
- The project will be conducted remotely, unless otherwise specified for components above.
- Client will utilize the Cornerstone course publisher to upload online content to the portal.
- Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- All Client content is SCORM v1.2 or AICC v3.5 compliant
- Client is solely responsible for testing all processes during the UAT phase.
- Client will provide defined processes for Learning.
- Client will document or provide functional requirements.
- Requests for application code changes are out of scope.
- Retire client pilot portal within 60 days after implementation.

SCHEDULE B

INITIAL ORDER MEMORANDUM

Effective Date ("ED"):   See above.

Maximum Number of Active Users: 4,000

Purchased Products & Services	Price*		
	Year 1 (ED – ED+1 yr.)	Year 2 (ED+1 yr. – ED+2 yrs.)	Year 3 (ED+2 yrs. – ED+3 yrs.)
Implementation Service (see Schedule A)	$39,750	N/A	N/A
Learning Platform	$58,000	$58,000	$58,000
Connect Platform			
TOTAL PRICE	**$97,750**	**$58,000**	**$58,000**

*Per the Agreement, prices are exclusive of applicable sales, use, VAT, and other taxes, and are net of withholding taxes.

PAYMENT SCHEDULE		
Invoice Date	Amount	Description
Due on Effective Date (net 0)	$97,750	All Year 1 fees.
First anniversary of Effective Date	$58,000	All Year 2 fees.
Second anniversary of Effective Date	$58,000	All Year 3 fees.

<u>**Optional Products & Services Available for Purchase**</u>:
- Content – available through Cornerstone at market prices, according to an applicable Content Purchase Addendum
- Additional Consulting Services – invoiced monthly at standard rates, expedited rates, or in accordance with an associated Statement of Work
- Additional blocks of Extended Enterprise Registrations (registrations are valid from the date of purchase until the earlier of: (i) one year from the date of purchase; or (ii) termination of the Agreement):
  - Block of 500 Extended Enterprise Registrations – $3,500/block

SCHEDULE C

SERVICE LEVEL AGREEMENT

This Service Level Agreement does not become operative until Client has signed off on the Implementation Acceptance Form and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to live portals.

* Unless otherwise specified in Client's License and Services Agreement, Silver service levels apply.

For further information on Cornerstone OnDemand's Global Customer Care offering, please contact your Account Manager or click here.

DEFECTS

A "Defect" is a technical defect with the Software. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire Software module (e.g., Learning Platform, Performance Platform, Succession Platform, etc.) is inaccessible; (ii) no Content or Excluded Content is being delivered; (iii) no queue will process any transactions; (iv) no report produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
Initial Notification	One (1) hour via an Incident Report	
Status Updates	Every two (2) hours until resolution or as indicated in the Incident Report	
Resolution	Twelve (12) hours (Silver)	Twenty-four (24) hours (Silver)
	Eight (8) hours (Gold)	Twelve (12) hours (Gold)
Remedy	In the event that Cornerstone has not complied in all material respects with its "Resolution" obligations set forth above, then, for each calendar day thereafter that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit** against Client's next bill equal to 1/365th of the annual fees for Software set forth in the Agreement.	

Minor Defects

- **Severity 3 (S3):** A Defect in one or more Software features.

For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

	S3/P1	S3/P2	S3/P3
Initial Response/Case Generation	One (1) hour		
Validation/Diagnosis	Four (4) days (Silver)	Six (6) business days (Silver)	Within a reasonable time period
	Two (2) days (Gold)	Four (4) business days (Gold)	
Status Updates	Available 24/7 via eCare		
Resolution	Thirty (30) calendar days	Sixty (60) calendar days (Silver)	Within a reasonable time period
		Thirty (30) calendar days (Gold)	
Escalation	A Client business stakeholder (i.e., not a Client administrator) may escalate an S3/P1 defect to the Cornerstone Care Escalation Manager with a written statement-of-business-impact relating to the Defect. Cornerstone may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.	N/A	
Remedy	In the event that Cornerstone has not complied in all material respects with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of a notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit** against Client's next bill equal to 1/365th of the annual fees for Software set forth in the Agreement.	N/A	

GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the Software within one (1) business day.

SOFTWARE AVAILABILITY

Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm Pacific Time on Fridays). In the event that Cornerstone has not complied in all material respects with this Software availability obligation, then, for each 0.3% of availability below 99.5%, Client will be entitled, as its sole and exclusive remedy therefor, to a credit** against Client's next bill equal to 1/365th of the annual fees for Software set forth in the Agreement, subject to the Client Assistance and Force Majeure sections of the Agreement.

**To claim a credit, Client must submit a credit request within five (5) days of the event giving rise to a credit. Upon receiving the request, Cornerstone shall have five (5) business days to respond.

EchoSign Transaction Number: JFHDLN34K2Y2T9

DEPARTMENT OF CHILDREN AND FAMILIES
Division of Safety and Permanence
DCF-F (CFS-2276) (R. 12/2008)

AGENCY AGREEMENT ON ACCESS TO eWiSACWIS

I. Parties to the Agreement

Pursuant to the Confidentiality Policy of the Wisconsin Department of Health and Family Services (DHFS) entitled "Access to eWiSACWIS and Information Contained in eWiSACWIS" and the controlling statutory authority cited in that policy, this Agreement is entered into between the

_____

(hereinafter referred to as the "Custodial Agency"), located at _____

in the city / town / village of _____

and

_____ (hereinafter referred to as

the "Accessing Agency") located at _____

in the city / town / village of _____.

II. Effective Date of the Agreement

This Agreement shall be effective beginning _____ and shall remain in effect for a period of _____
                                                                    (mm/dd/yyyy)

year(s) or until _____ ,

whichever is earlier.

III. Relationship of the Parties

The Custodial Agency and the Accessing Agency have established a functional relationship apart from this Agreement via ☐ Contract ☐ Memorandum of Understanding or ☐ Other Agreement which is attached to and is made part of this Agreement. The purpose of that relationship, including job functions, overall scope of responsibilities and type of access are expressly stated in the attachment. The purpose of eWiSACWIS access is defined in Appendix A.

_____

_____

IV. Rationale for Access to eWiSACWIS

In addition to the formalized relationship between the Custodial Agency and the Accessing Agency identified in Section III of this Agreement, the parties agree that the following criteria for access to eWiSACWIS are met:

1. The Accessing Agency, in order to meet its responsibilities to the Custodial Agency, is required to either view information maintained on eWiSACWIS or enter information into eWiSACWIS.

2. To accomplish other statutory responsibilities related to child safety, the direct access of the Accessing Agency to eWiSACWIS is the most practical approach.

The Division of Children and Family Services (DCFS) in the Wisconsin Department of Health and Family Services (DHFS) reserves the right to deny access for good cause, as determined by the DCFS, even if the above criteria are met. In addition, the DCFS reserves the right to limit access to certain cases to individuals whose access must be approved by the DCFS.

V. Number of Accessing Agency Employees

The total number of employees of the Accessing Agency who, under this Agreement, will be allowed access to eWiSACWIS shall not exceed _____ without an amendment to this Agreement. The employees are identified in Appendix B.

VI. Responsibilities of Accessing Agency

The Accessing Agency shall be required to provide any of its employees, subcontractors, or other individuals under its control training relative to the appropriate use of eWiSACWIS. The Accessing Agency shall also be required to provide to any of its employees, subcontractors, or other individuals under its control training relative to the various federal and state statutes and regulations which control access to and release of information contained in eWiSACWIS. This training shall be provided prior to any such employee, subcontractor, or other individual under its control prior to that person's use of eWiSACWIS.

VII. General Policies

- Data and other information from eWiSACWIS shall be used only for the specific purpose outlined in the relationship document attached to this Agreement.
- Data and other information from eWiSACWIS shall be safeguarded and secure from outside access.
- It is the responsibility of the person having access to eWiSACWIS under this Agreement to know the purposes for which any data or other information can be used.
- Any printed materials derived from eWiSACWIS shall be stored in secure files and data or other information from eWiSACWIS shall not be stored in files which are subject to public disclosure.
- Data or other information from eWiSACWIS shall not be re-disclosed to any person or agency without the written approval of the Custodial Agency.
- Unauthorized disclosure or other release of data or other information is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement.
- Unauthorized access to data or other information maintained in eWiSACWIS by a person granted access under this Agreement is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement.
- The DCFS reserves the right to establish additional policies related to access to eWiSACWIS which, upon their publication, shall immediately apply to the Accessing Agency.

VIII. Termination of this Agreement

This Agreement may be terminated at any time by either party with 30 days notice to the other party. In the event that the Custodial Agency or the Division of Children and Family Services has good cause to believe that the Accessing Agency or any of its employees, subcontractors, or other individuals under its control have violated the applicable laws or this Agreement, the Custodial Agency or the DCFS may terminate this Agreement with no advance notice to the Accessing Agency.

IX. Signatures

This Agreement is entered into on behalf of the Custodial Agency, by:

Name (Type or Print)	Title
SIGNATURE	Date Signed (mm/dd/yyyy)

This Agreement is entered into on behalf of the Accessing Agency by:

Name (Type or Print)	Title
SIGNATURE	Date Signed (mm/dd/yyyy)

This Agreement is approved, if necessary, by DCFS:

Name (Type or Print)	Title
SIGNATURE	Date Signed (mm/dd/yyyy)

APPENDIX A
eWiSACWIS Agency Access Agreement

Purpose of eWiSACWIS access and specific types of information that may be shared under this Agreement:

APPENDIX B
eWiSACWIS Agency Access Agreement

Persons authorized to have access:

The accessing agency designates _____ to serve as the coordinator for eWiSACWIS access under this Agreement. The address, telephone number, fax number and e-mail address of this individual are as follows:

Address: _____

Telephone No: _____

Fax Number: _____

E-mail address: _____

The following agency staff will have access:

1. _____
2. _____
3. _____
4. _____
5. _____

6. _____

7. _____

8. _____

eWiSACWIS USER AGREEMENT

All employees, subcontractors, or other individuals under the control of a Custodial Agency[1] or an Accessing Agency[2] with a eWiSACWIS Agency Agreement who will have access to eWiSACWIS shall sign the following Agreement:

I hereby certify that I have read and understand the eWiSACWIS Agency Agreement and the Department of Children and Families "Access to eWiSACWIS and Information Contained in eWiSACWIS" Policy. I also certify that I am aware of the laws and regulations affecting my access to information and my ability to re-disclose any information maintained in eWiSACWIS.

I acknowledge my responsibilities under the above-noted Agreement, Policy, and laws and regulations and agree to abide by them. I understand that programs within eWiSACWIS may maintain a record of any files or other information I may access.

I acknowledge that I must have a valid, work-related reason to access or review any record or part of a record within eWiSACWIS.

Name – eWiSACWIS User   (Type or Print)

Title

SIGNATURE – eWiSACWIS User

Date Signed (mm/dd/yyyy)

---

[1] "Custodial Agency" means an agency which enters information into eWiSACWIS on behalf of clients it is serving. In virtually all cases, this will be the Department of Children and Families or a County Department of Human / Social Services.

[2] "Accessing Agency" means an agency, other than the Department of Children and Families or a County Department of Human / Social Services, which, through an "Agency Agreement on Access to eWiSACWIS," has direct access to eWiSACWIS for the purpose of viewing, adding, deleting, or modifying information on that system.

Distribution: For County / Department staff, the original shall be maintained by the supervisor and a copy provided to the employee.
          For Accessing Agencies, the original shall be maintained by the supervisor and copies provided to the employee and the   Custodial Agency.

SCHEDULE E

October 20, 2011

    1.   CONTRACT

CONTRACT NO.:   11-5347

COMMODITY OR SERVICE: Learning Management Software System

PERIOD OF CONTRACT: October 20, 2011 through October 19, 2012
                                       Start date through End date
                                         (SUBJECT TO RENEWAL)

This Agreement is entered into between the University of Wisconsin-Madison (hereinafter called "University") and **Cornerstone On Demand, Inc. (Cornerstone or Contractor);**

Whereas the University issued a **Request for Proposal (RFP)** dated September 21, 2010; and

Whereas the University wishes to award a contract pursuant to that process; and

Whereas **Cornerstone,** wishes to provide product and services requested in the **(RFP)**;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, **Cornerstone,** and the University do hereby agree as follows:

1.   **Cornerstone,** agrees to supply such commodity or service in accordance with the terms, conditions, and specifications of the **(RFP),** including appendices and amendments, and **Cornerstone**'s response (Response).

2.   The parties further wish to clarify the following:

A.   **Affirmative Action**

    As a State agency, the University requires contractors issued any purchase order exceeding $25,000.00 to provide an Affirmative Action Plan. Failure to comply appropriately with these requirements may lead to your company being banned from doing business with any agency of the State of Wisconsin. Additionally, failure to comply with this requirement may result in termination of this contract and withholding of payment. On the Requirements of All Proposals form please provide the requested information.

B.   **Debarment**

    Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following websites: www.epls.gov and https://www.acquisition.gov/far/.

C.   **Promotional Materials**

    Contractor agrees to not use promotional or marketing material which states expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material.

D.   **Term of Contract**

    a.   The contract effective date shall commence upon the successfully negotiated signed contract. The initial contract term shall be for one year from the contract effective date with the option of four one-year renewal periods.

    b.   This contract may be extended into its second, third, fourth, and fifth years unless the Contract Administrator is notified in writing by the Contractor; or the Contractor is notified by the Contract Administrator in writing 90 calendar days prior to expiration of the initial and/or succeeding contract period(s).

E.   Firm Prices

a.   Prices must remain firm for the initial contract term. Prices established may be lowered due to general market conditions.

b.   Price increase requests proposed after the initial Contract term must be received by Purchasing in writing 90 calendar days prior to the effective date of proposed increase for acceptance or rejection. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part. Acceptance of the price increases shall be in the form of an amendment to the contract publication.

c.   Price increases must be labeled with the contract number and be submitted in the same format as the original Proposal. Any price increase requested that is not submitted in the proper format may be rejected.

F.   Invoicing Requirements

a.   Contractor must agree that all invoices and purchasing card charges shall reflect the prices and discounts established for the items on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

b.   The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt by University Accounts Payable. Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below. All invoices **must be itemized** showing:

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- complete item description identical to those stated in proposal
- prices per the Contract

The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218.

c.   The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.

G.   F.O.B. Destination, Freight Prepaid and Allowed (vendor responsible for freight costs)

Delivery of physical goods will be made by common carrier or proposer's truck, with unloading to be performed by the carrier/proposer and carton(s) transported to the interior/ground floor or inside dock **at various locations.** Proposal prices must include all packing, freight, insurance charges and installation/operation manuals.

H.   On Site Service / Insurance

a.   In carrying out the scope of this Contract, the Contractor may be required to perform services on University property. Proposers cost must include all transportation and insurance charges. The contractor is required to:

- Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
- Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations.

- Provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.

b. The Contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees and agents" as an additional insured under the commercial general, automobile and Contractor's liability policies.

I.   **Travel Per Diems**

All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose except when authorized by the University.

J.   **Contract Termination**

a. After the initial term of the Contract, the University may terminate the Contract at any time, without cause, by providing 30 days, written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the contracted proposer pursuant to fulfilling the contract. The University will be obligated to pay such expenses to date of the termination.

b. Contract Termination may occur for the following reason: Shall either party fail to perform under the terms of this Contract; the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within 30 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: failure to meet the University's acceptance criteria, unwillingness to participate in a pilot phase, or failure to provide any of the conditions of the Specifications or Special Conditions of Proposal.

c. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in H above, the University has the right to cancel and terminate the Contract without notice.

d. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this contract by giving 90 calendar days notice in writing of such termination.

e. If at any time the contractor performance threatens the health and/or safety of the University, the University has the right to cancel and terminate the Contract without notice.

f. The University reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

g. All notices of performance failure shall be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison WI 53715-1218. Purchasing will be the final authority for all grievances not resolved through DoIT.

K.   **Record and Audit**
a. The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

b. The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

L.   **Eligible Purchasers**
a. All University of Wisconsin-Madison campus locations, other U.W. System campuses, State of Wisconsin agencies, Wisconsin municipalities and Non-Profit Organizations specifically linked by their mission to the University of Wisconsin Madison, may be eligible if offered from the proposer to purchase from this contract. Proposers are to state on the RFP Checklist whether they will agree to provide items to these other locations.

EchoSign Transaction Number: JFHDLN34K2Y2T9

b. A Wisconsin municipality is defined by Wisconsin Statute 16.70(8) to include counties, cities, villages, towns, school boards, sewage, drainage, vocational, technical and adult education districts, and other bodies with the power to award public contracts.

c. This contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue a separate Proposal when deemed in the best interest of the University.

M. Performance Meetings

The Account Representative and/or Proposer Contract Administrator must be available to meet upon reasonable request with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement. Frequency of these meetings may be modified by contract with both parties, or upon demand by the University.

N. Severability

If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

O. Subcontractors

a. **"Subcontractor"** shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

b. Any portion of this Contract, assigned, or otherwise transferred to any other Contractor without prior written approval by the University.

c. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.

d. Subcontractors must abide by all terms and conditions under this Contract.

e. If subcontractors are to be used, the Contractor must clearly explain their participation.

P. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

Q. ASSIGNMENT

No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the University.

R. NONDISCRIMINATION/ AFFIRMATIVE ACTION

a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

b. Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employes. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

c. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination law.

d. Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

e. To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding $25,000 which is not exempt and will retain such certification for audit purposes.

S. VENDOR TAX DELINQUENCY
Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

T. OMNIBUS RECONCILIATION ACT
(Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of $25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth $25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.

U. DISCLOSURE
If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employes and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

V. HOLD HARMLESS
The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.

3. The terms of this agreement shall follow this order of precedence:

- Cornerstone License and Services Agreement
- Scope of Work (currently under development)
- Cornerstone's Standard Service Level Agreement
- The specific terms and conditions stated herein, including the Attachment of Applicable Federal Rules, Personal Services Rider, and UW-Madison Data Security Terms & Conditions.
- The specific terms and conditions stated herein.
- Official Purchase Order (as a payment document).

4. This Agreement may be amended only by written agreement of the parties.

(Signature Block on the following page)

FOR: UNIVERSITY OF WISCONSIN-MADISON

Mike Hardiman by _[signature]_
Mike Hardiman, Director
UW-Madison Purchasing Services
Mike Hardiman

Director, Purchasing Services
            Title

DATE: _October 20, 2011_

FOR: Cornerstone OnDemand, Inc.
     1601 Cloverfield Blvd, Ste 620
     Santa Monica CA 90404

BY: _____

TITLE: _____

DATE: _____

NOTE: For administration of this contract, please contact:

Carl Hubbard
 Name
 Purchasing Agent
 Title
608-262-6557
 Phone
11-5347
(RFP Number

3. ATTACHMENT: APPLICABLE FEDERAL RULES

COMPLIANCE WITH LAWS:
The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

DEBARMENT:
Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As a part of this bid document there is debarment language and a signature block for you to self certify your debarment status on the Bidder Response Sheet. Failure to supply this information may disqualify your bid. Information on debarment is available at the following websites: www.epls.gov and www.arnet.gov/far/.

DEVELOPMENT OF DISADVANTAGED SUPPLIERS:

The University is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. The selected preferred vendor shall make effort to subcontract with minority, women-owned and otherwise small and disadvantaged businesses. A quarterly report will be required indicating the extent of effort and members' participation. The report will be in a format acceptable to University.

GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS:
The following clauses are applicable and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR), Department of Defense Federal Acquisition Regulation Supplement (DFARS), and Code of Federal Regulations (CFR) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term "Contractor" shall mean "Subcontractor", "Seller" or "Supplier", the term "Contract" or "Subcontract" shall mean "Purchase Order", the term "Government" shall mean "Buyer" or "University" and the term "Contracting Officer" shall mean "Buyer's Purchasing Representative". It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller's obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.
The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), the DOD Federal Acquisition Regulation Supplement (DFARS), or the Code of Federal Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: http://farsite.hill.af.mil/VFFARA.HTM (click "**FARSEARCH**" tab)   http://www.gpoaccess.gov/cfr/index.html

FAR (52 Series) / DFARS (252 Series)

52.202-1	Definitions (Dec 2001)
52.204-2	Security Requirements (Aug 1996) (Alt. I)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (when cost of money is not proposed)
52.227-10	Filing of Patent Applications – Classified Subject Matter (Apr 84)
52.232-8	Discount for Prompt Payment (May 1997)
52.232-25	Prompt Payment (Feb 2002)
52.233-3	Protest After Award (Aug 96) (Alt. I)
52.243-1	Changes – Fixed Price – Alt. II (Apr 84)
52.245-2	Government Property (Fixed Price Contracts) (Dec 89)
52.245-18	Special Test Equipment (Feb 93)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 84)
52.251-1	Government Supply Sources (Apr 94)
52.253-1	Computer Generated Forms (Jan 91) March 27, 1997
252.225-7001	Buy American Act and Balance of Payments Program (Mar 1998)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 91)
252.225-7007	Trade Agreements Act (Sep 2001)
252.225-7009	Duty-Free Entry-Qualifying Country End Products and Supplies (Aug 2000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 2000)
252.227-7013	Rights in Technical Data and Computer Software (Nov 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 88)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 90)
252.251-7000	Ordering from Government Supply Sources (May 1995)

CFR : 2 CFR 215 Uniform Administrative Requirements for Grants and Agreements With

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

Applicable when fixed price is greater than $2,500:

FAR (52 Series)

52.222-3	Convict Labor (Aug 1996)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2001)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.232-23	Assignment of Claims (Jan 86)
52.232-23	Assignment of Claims (Jan 1986)

Applicable when fixed price is greater than $10,000:

FAR (52 Series)

52.222-20	Walsh-Healy Public Contracts Act (Dec 96)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)

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Applicable when fixed price is greater than $25,000:

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

FAR (52 Series) / DFARS (252 Series)

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 95)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)
252.227-7036	Certification of Technical Data Conformity (May 87)
252.231-7000	Supplemental Cost Principles (Dec 91)
252.246-7000	Material Inspection and Receiving Report (Dec 91) (Note: Not required for subcontracts for which the deliverable is a scientific or technical report.)

Applicable when price is greater than $100,000:

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23,1989:

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and

(3) He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

FAR (52 Series) / DFARS (252 Series)

52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-9	Procurement Integrity-Service Contracting (Sep 90)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.215-2	Audit and Records- Negotiation (Jun 1999) (Alt. II)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sep 2000)
52.223-2	Clean Air and Water (Apr 84)
52.223-6	Drug-Free Workplace (Mar 2001)
52.227-1	Authorization and Consent (Jul 95)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 96)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)
52.246-24	Limitation of Liability-High Value Items (Feb 97)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Sep 96)
252.203-7000	Statutory Prohibitions on Compensation to Former Department of Defense Employees (Dec 91)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Mar 99)
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (May 94)
252.242-7004	Material Management and Accounting System (Dec 2000)
252.247-7023	Transportation of Supplies by Sea (May 2002)

ATTACHMENT G: PERSONAL SERVICES RIDER

PERSONAL SERVICES RIDER

STATEMENT OF PURPOSE: The Personal Services Rider provides terms and conditions relating to acquisition of personal services related primarily to information systems development wherein the University expects Contractor to furnish personnel to work at the University's general direction in return for payment of a fee based on the amount of time expended by Contractor's personnel.   The specifics of the work efforts and target dates for Contractor's personnel will be a part of the University's purchase order(s) under this Agreement.

1.0   **ACCEPTANCE/INSPECTION:** All work performed under University purchase order(s) shall be subject to inspection by the University, to the extent practicable at all times and places, including the period of design or programming, but in any event, prior to acceptance. All inspections by the University shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance. Suitable acceptance criteria shall be included in the University's order(s).

           The University shall promptly notify Contractor of the results of any inspection or acceptance test it performs. If an acceptance test produces unsatisfactory results, the University shall specifically identify what acceptance criteria could not be satisfied and the particular methodology that was used to reach this conclusion.

2.0   **ACCESS TO FACILITIES:** Unless otherwise agreed upon by the parties, any and all access by Contractor's employees to UW facilities will be defined and limited to work areas where the Contractor's employees have to be present to attend meetings, conferences or site specific events.

3.0   **COOPERATION WITH OTHER VENDORS OR CONTRACTORS:** In the event that the University enters into agreements with other vendors or contractors for additional work, Contractor agrees that its personnel will fully cooperate with such other vendors or contractors. Contractor's personnel shall not commit any act which will interfere with the performance of work by any other contractor or by the University. Contractor's personnel will cooperate with University personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in designing and testing any systems.

4.0   **KEY PERSONNEL:** Contractor agrees that it will furnish the University with a means of identifying all personnel assigned to perform work under this Agreement and furnish the University with security credentials on these personnel, if requested.

5.0 **LIMITATION OF COST:** It is hereby stipulated and agreed that the total cost to the University for the performance of the work under this Agreement will not exceed the funding limitation set forth in the University's purchase order and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the University in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the order, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the University after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the order increasing the funding limitation is approved by the University.

6.0 **PROGRESS REPORTS:** Contractor shall submit a progress report to the University during Implementation on a weekly or other agreed periodic basis. Such progress report shall describe the status of Contractor's performance since the preceding report, including the products delivered, the progress expected to be made in the next period. Each report shall describe Contractor's activities by reference to the work schedule included in the University's order. Reports shall be sent to the Contract Administrator designated by the University.

7.0 **RESPONSIBILITIES OF CONTRACTOR:** Contractor agrees:
    7.1 To perform those tasks and deliver the products identified in the University's order(s) identified under the heading "Scope of Work."

    7.2 To comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project.

    7.3 To assign one or more named Contractor employees, agents or representatives to assist in fulfilling its performance under this Agreement.

    7.4 To appoint a Contract Administrator for liaison and consultation with the University. The Contract Administrator shall have authority to make managerial and technical decisions concerning the services deliverable under this Agreement.

    7.5 To correct any errors in the work found by the University or Contractor for a period of twelve (12) months after acceptance by the University. Such corrections shall commence within forty-eight (48) hours after the University's written notification to Contractor.

8.0 **RESPONSIBILITIES OF THE UNIVERSITY:** The University agrees:
    8.1 To arrange for necessary cooperation by the University's officials and employees, including providing access to such records and other information needed by Contractor to carry out the work set forth in the University's order.

    8.2 To appoint a Departmental Representative for liaison and consultation with Contractor. The Departmental Representative shall have authority to make managerial and technical decisions concerning services deliverable under this Agreement and to accept or approve Contractor's work on behalf of the University. The University's Departmental Representative shall not have authority to amend or in any way modify the provisions of this Agreement.

9.0 **RIGHT TO APPROVE CHANGES IN STAFF:** The University shall have the reasonable right to approve or disapprove a proposed change in the assigned staff. The University, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The University shall not unreasonably withhold its approval.

4. Attachment H: UW MADISON DATA SECURITY TERMS AND CONDITIONS

University Data Definition
University Data is defined as any data or information that VENDOR creates, obtains, accesses (via records, systems, or otherwise), receives (from University or on behalf of the University), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"), collectively referred to as "HIPAA", the Gramm-Leach-Bliley Act, Public Law No: 106-102, Wisconsin state statute 134.98 or any other applicable federal or Wisconsin law or regulation.

Data Sharing
Except as otherwise specifically provided for in this Agreement, the VENDOR agrees that University data will not be shared, sold, or licensed with any third-party, with the exception of approved sub-contractors, without the express approval of the University through a data protection agreement.

VENDOR will require any and all approved subcontractors it uses on the project to adhere to the same responsibilities and restrictions regarding University data.

The VENDOR certifies that only employees of the company or approved contractors will be granted access to University data. Access to University Data must be strictly controlled and limited to staff assigned to this project on a need-to-know basis only.

Data Transmission
The VENDOR agrees that any transfer of data between the University and the VENDOR or within the VENDOR's computing environment will take place using encrypted protocols such as SSL, step or scup.

The VENDOR certifies that all data backups of the University's data will be stored and maintained in an encrypted format using at least a 128 bit key.

Notification of Incidents
The VENDOR agrees to notify the University when any VENDOR system that may access, process, or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. The VENDOR further agrees to notify the University within twenty-four (24) hours or as soon as reasonably practicable of the discovery of the unintended access by providing notice via email to abuse@wisc.edu.

VENDOR agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University of Wisconsin and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Security Incident Investigations
In order to ensure the ability to investigate security incidents, the VENDOR agrees to retain all authentication logs for a minimum of three (3) months from the creation of such logs.

Vendor agrees to provide the University with the name and contact information, including phone number and email address, of at least one security contact who will respond to the University in a timely manner, dependent on criticality.

Intellectual Property
The VENDOR acknowledges that all content uploaded to the vendor service, or made accessible to the Vendor's systems or personnel remains the intellectual property of the University or the individual providing the content as defined by existing regulation and University policy.

General Data Protection
The VENDOR agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution and not for any other purpose. This shall include not examining data for targeted marketing

either within the confines of the service or external to the service (e.g., keyword indexing). The VENDOR may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service. The phrase 'University data' includes data uploaded by users of the service and communications between the user, the University, and the VENDOR.

Data protection after contract termination
Upon termination, cancellation, expiration or other conclusion of the Agreement, all University data will be either returned to the University or destroyed as indicated by the University at the time of conclusion. Destruction must be certified by an email from the signatory below.